

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>applicable design objective on any final Two-Way Local Interconnection Trunk group and **CLEC has not notified Verizon that it has corrected such blocking, Verizon may submit to **CLEC a Trunk Group Service Request directing **CLEC to remedy the blocking. Upon receipt of a Trunk Group Service Request, **CLEC will complete an ASR to augment the Two-Way Local Interconnection Group with excessive blocking and submit the ASR to Verizon within five (5) business days.</p> <p>2.4.10 [For NY & CT: Any Meet Point B/For all other states: Any Tandem] Two-Way Local Interconnection Trunk group between the **CLEC's POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any [For NY & CT: Meet Point B /For all other states: Tandem] Two-Way Local Interconnection Trunk group exceeds the 240 trunk level at any time, **CLEC shall promptly submit an ASR to Verizon to establish new or additional [For NY & CT: Meet Point A/For all other states: End Office] Trunk groups to insure that such [For NY & CT: Meet</p>	

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				<p>Point B /For all other states: Tandem] Two-Way Local Interconnection Trunk group does not exceed the 240 trunk level.</p> <p>2.4.11 Upon request, **CLEC will submit a written report to Verizon each month setting forth trunk utilization information and percentages. **CLEC will calculate utilization percentages by using a traffic data analyzation system specified by Verizon, industry standard study periods and a time consistent busy hour..</p> <p>2.4.12 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. **CLEC will promptly augment all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-</p>	

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				<p>Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, **CLEC will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event **CLEC fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill **CLEC for the excess Local Interconnection Trunks at the applicable rates provided for in the Pricing Attachment.</p> <p>2.4.13 The performance standard on [For NY & CT only: Meet Point B/For all other states: final] Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.</p> <p>2.4.14 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between</p>	

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				<p>its network and **CLEC's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.</p> <p>2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI.</p> <p>2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks shall only carry [For NY & CT: Reciprocal Compensation Traffic/For all other states: Local Traffic, IntraLATA Toll Traffic and Internet Traffic.]</p> <p>2.4.17 **CLEC will route its traffic to Verizon over the [For NY & CT: Meet Point A and/or Meet Point B/ For all other</p>	

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				<p>states: End Office and Tandem] Two-Way Local Interconnection Trunks in accordance with SR-TAP192, including but not limited to those standards requiring that a call from **CLEC to a Verizon End Office will first be routed to the [For NY & CT: Meet Point A/ For all other states: End Office] Local Interconnection Trunk group between **CLEC and the Verizon End Office.</p> <p>2.4.18 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks.. **CLEC will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to **CLEC's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on **CLEC's side of **CLEC's-IP, which charges shall be solely the financial</p>	

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				<p>responsibility of **CLEC. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the **CLEC-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on **CLEC's side of the **CLEC-IP, **CLEC shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.18, if **CLEC fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, **CLEC will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until **CLEC establishes such IPs.</p> <p>13. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair</p> <p><u>13.1 Joint Network Implementation and Grooming Process.</u></p> <p>Upon request of either Party, the</p>	

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				<p>Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.</p> <p>13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01.</p> <p>13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;</p> <p>13.1.3 disaster recovery provision escalations;</p> <p>13.1.4 additional technically feasible and geographically</p>	

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				<p>relevant IP(s) in a LATA as provided in Section 8; and</p> <p>13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.</p> <p><u>13.2 Installation, Maintenance, Testing and Repair.</u></p> <p>Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 13.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.</p> <p><u>13.3 Forecasting Requirements for Trunk Provisioning.</u></p>	

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				<p>Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for **CLEC-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).</p> <p><u>13.3.1 Initial Forecasts/Trunking Requirements.</u> Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom **CLEC decides to market its services, Verizon will be largely dependent on **CLEC to provide accurate trunk forecasts for both</p>	

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				<p>inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Local Traffic to **CLEC as **CLEC provides to terminate Local Traffic to Verizon. At Verizon's discretion, when **CLEC expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks **CLEC suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to **CLEC is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and **CLEC's previous forecasts have proven to be reliable and accurate.</p> <p><u>13.3.1.1 Monitoring and Adjusting Forecasts.</u> Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at **CLEC's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety</p>	

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				<p>(90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold **CLEC financially responsible for the excess facilities.</p> <p>13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that **CLEC suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon</p>	

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				may hold **CLEC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, **CLEC may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold **CLEC financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.	
IV-11	Should the Interconnection Agreement include detailed terms addressing usage measurement, including use of standard Automatic Message Accounting records; measurement of terminating minutes in actual conversation seconds and originating minutes in network access duration seconds; the transmission of originating Calling Party Number (CPN) information; and procedures to be followed if CPN is not passed ?	<p>Attachment IV, Section 7 et seq. and Attachment I, Section 4 through 4.1.2.5 and Section 4.5</p> <p>Section 7. Usage Measurement</p> <p>7.1 Each Party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party.</p> <p>7.2 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local</p>	<p>WorldCom has proposed standard industry terms which will facilitate inter-carrier billing. These terms provide for the exchange of information needed for the correct billing of calls delivered from one network to the other.</p> <p>Contrary to Verizon's assertions the terms proposed by WorldCom address use of PIU/PLU factors when required.</p>	<p>6. Trunking Measurement and Billing over Local Interconnection Trunks</p> <p>6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Local Interconnection Trunks.</p> <p>6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange</p>	In section 6 of Verizon's proposed interconnection agreement, Verizon describes the information the Parties need to exchange with respect to the treatment of local traffic. Section 9 describes the Parties' Meet Point Billing arrangements. These proposal should fully satisfy WorldCom's concerns. WorldCom's proposal, however, is deficient for several reasons. For example, it does not address the situation in which either Party cannot mechanically determine the jurisdiction of local traffic. Accordingly, the Commission should adopt Verizon's proposal because it is more comprehensive and satisfies WorldCom's issue as it is phrased.

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		<p>Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.</p> <p>7.3 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the traffic exchange trunks at such time as the originating Switch is equipped for SS7, and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of traffic for which CPN is passed, as provided in Attachment I and applicable Tariffs.</p> <p>7.4 If, under the circumstances set forth in Section [7.3] of this Attachment, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic</p>		<p>Access Service rates, applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.</p> <p>6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic except Internet Traffic that is passed without CPN, unless the Parties agree that other rates</p>	

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		<p>rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.</p> <p>7.5 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three</p>		<p>should apply to such traffic.</p> <p>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN and/or other call detail information to classify traffic delivered over Local Interconnection Trunks by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each relevant minute of Traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of</p>	

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		<p>months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.</p> <p>7.6 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.</p> <p>Section 4. Interconnection and Reciprocal Compensation</p> <p>4.1 General</p> <p>4.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCI and Verizon will be classified as Local Traffic, intraLATA Toll Traffic, Transit traffic or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local service areas for the purposes of providing Telecommunications Services to its own Customers.</p> <p>4.1.2 Usage Measurement</p> <p>4.1.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.</p>		<p>determining terminating compensation shall be in conversation seconds.</p> <p>Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to **CLEC exceeds twice the amount of traffic that **CLEC delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to **CLEC in excess of such 2:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion rate (Reciprocal Compensation).</p> <p>9. Meet-Point Billing Arrangements</p> <p>9.1 **CLEC and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 9 are intended to be</p>	

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		<p>4.1.2.2 Each Party shall include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, where available.</p> <p>4.1.2.3 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.</p> <p>4.1.2.4 Measurement of minutes of use over Interconnection trunk groups must be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.</p> <p>4.1.2.5 MCIIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. Verizon shall be responsible for measuring the jurisdiction of this traffic based on their own terminating call records and the CPN MCIIm passes on these calls. In the event MCIIm chooses to deliver both types of traffic over the same traffic exchange trunks, desires application</p>		<p>used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a access Tandem Switch that is provided by Verizon.</p> <p>9.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.</p> <p>9.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.</p> <p>9.4 **CLEC and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.</p> <p>9.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:</p> <p>9.5.1 "Single Bill/Single Tariff"</p>	

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		<p>of the local call transport and termination rates, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Local Usage ("PLU") information to Verizon as set forth in Section [7.5] of Attachment IV. In the event MCIIm includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, MCIIm will provide Percent Interstate Usage ("PIU") to Verizon as set forth in Section [7.5] of Attachment IV. Verizon shall have the same options, and to the extent it avails itself of them, the same obligations, to provide PIU and PLU information to MCIIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and PIU information cannot reasonably be determined, the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.</p> <p>4.5 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the</p>		<p>in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.</p> <p>9.5.2 "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from the same Tariff.</p> <p>9.5.3 "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bill to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.</p> <p>9.5.4 "Single Bill/Multiple Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.</p> <p>Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill</p>	

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		Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIU, or PLU in order to determine the jurisdiction of the traffic.		<p>an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. [BA] Alternatively, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by each Party.</p> <p>9.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 9.15.</p> <p>9.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification</p>	

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				<p>process as outlined in the MECAB document.</p> <p>9.8 Verizon shall provide **CLEC with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.</p> <p>9.9 **CLEC shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.</p> <p>9.10 All usage data to be provided pursuant to Sections 9.8 and 9.9 shall be sent to the following addresses:</p> <p>To **CLEC:</p> <p>[Notification Contact] [Address 1] [Address 2] [Address 3] City, State Zip</p> <p>For Verizon (Former BA service</p>	

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				<p>area):</p> <p>New York State Access Pool C/O ACM, Inc. 941 River Road Schenectady, N.Y. 12306 Attn: Mark Ferri</p> <p>For Verizon (Former GTE service area):</p> <p>Verizon Data Services ATTN: MPB 1 East Telecom Parkway Dock K Temple Terrace, FL 33637</p> <p>Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 4.23 of the General Terms and Conditions</p> <p>9.11 **CLEC and Verizon shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 9. Each Party shall notify the other if the level of billing or other BAR/BACR elements change,</p>	

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				<p>resulting in a new BAR/BACR number, or if the OCN changes.</p> <p>9.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within 30 calendar days of the receipt of the original data. The other party shall attempt to correct the error and resubmit the data within (ten) 10 business days of the notification. In the event the errors cannot be corrected within such (ten) 10 business day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.</p> <p>9.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 4.4 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be</p>	

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				<p>unreasonably withheld.</p> <p>9.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.</p> <p>9.15 In the event **CLEC determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable **CLEC to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the **CLEC Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to</p>	

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				<p>by the Parties:</p> $a / (a + b) = \text{**CLEC Billing Percentage}$ <p>and</p> $b / (a + b) = \text{Verizon Billing Percentage}$ <p>where:</p> <p>a = the airline mileage between **CLEC Routing Point and the actual point of interconnection for the MPB arrangement; and</p> <p>b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.</p> <p>9.16 **CLEC shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of **CLEC's delivery of notice to Verizon, Verizon and **CLEC shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.</p>	

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IV-12	Should the Interconnection Agreement include detailed provisions addressing the responsibilities of the parties for complying with requests for audits of usage reports; the responsibilities of the parties for control office functions, coordination, installation, testing, and maintenance, of trunk groups; responsibility to notify one another of service affecting changes; responsibility to coordinate testing activity with one another; perform sectionalization to identify the location of troubles; advise one another of equipment failures; provide trouble reporting contact numbers, test-line numbers, and implement coordinated repair procedures?	<p>Attachment IV, Section 8 et seq.</p> <p>Section 8. Responsibilities of the Parties</p> <p>8.1 Verizon and MCIIm agree to treat each other fairly and Non-Discriminatorily for all items included in this Agreement, or related to the support of items included in this Agreement.</p> <p>8.2 Either Party may request an audit of usage reports on no fewer than ten (10) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Section [7] of this Attachment. Such audits may be requested within six (6) months of having received the PI.U factor and usage reports from the other Party.</p> <p>8.3 MCIIm and Verizon will review engineering requirements on a quarterly basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Verizon and MCIIm will work together to begin providing these</p>	WorldCom has proposed terms which provide for audits of usage reports and for coordinated installation, testing, and maintenance of trunks, and terms designed to maintain the trunks in sound working order. Verizon has identified no specific issues associated with WorldCom's proposal.	<p>7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</p> <p>13. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair</p> <p><u>13.1 Joint Network Implementation and Grooming Process.</u></p> <p>Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.</p> <p>13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord</p>	Verizon agrees with WorldCom that the standards to be used by a Party in clearing and isolating trouble, disconnections and outages should be at parity. Verizon's proposed interconnection agreement satisfies and addresses all of WorldCom's concerns.

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		<p>forecasts within thirty (30) days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Verizon or MCI.</p> <p>8.4 Unless otherwise mutually agreed for specific facility arrangements, the Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups. MCI is responsible for all Control Office functions for all other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.</p> <p>8.5 MCI and Verizon shall:</p> <p>8.5.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.</p> <p>8.5.2 Notify each other when there is any change affecting the service requested, including the due date.</p> <p>8.5.3 Coordinate and schedule testing</p>		<p>Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01.</p> <p>13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;</p> <p>13.1.3 disaster recovery provision escalations;</p> <p>13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and</p> <p>13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.</p> <p><u>13.2 Installation, Maintenance, Testing and Repair.</u></p>	

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